UNITED STATES DISTRICT COURT FOR THE 1ST DISTRICT OF MASSACHUSETTS BOSTON DIVISION

05 10518 RCL

FILED
Clerk's Office
USDC Mars Date 3/18/05
By FORT
Deputy Clerk

	MAGISTRATE JUDGE A LEXCUID L	
Tex-Mex Enterprise LLC. Plaintiff v. All-Pro))) Civil Action, File Number)	AMOUNT \$ 2891 SUMMONS ISSUED LOCAL RULE 4.1 WAIVER FORM MCF ISSUED
Defendant))	DATE SILVIUS

COMPLAINT AND JURY DEMAND

Plaintiff states:

- 1. Plaintiff is a company whose main place of business is in the State of Texas. Defendant is a company whose main place of business is in the State of Northbrook, Illinois. The Plaintiff and Defendant, both have a substantial amount of business transactions in the State of Massachusetts, sufficient to establish minimum contact and personal jurisdiction under this court. The matter in controversy exceeds, exclusive of interest and costs, the sum of \$75,000.
- 2. On or about November 2003, Plaintiff and the defendant signed a contract.
- 3. The defendant obtained the original copy of the contract but did not provide the plaintiff with a copy.
- 4. The contract stated that defendant would subcontract and assign several facilities to plaintiff for janitorial services. Copies of the assigned facilities are annexed hereto as Exhibit A.
- 5. Under the provisions of the contract agreement, plaintiff was responsible for hiring, training and paying its employees who were assigned to the facilities listed in Exhibit A.
- 6. The defendant paid the plaintiff for services rendered from November 2003 until January 2005.

- 7. The defendant has not paid the plaintiff for services rendered since January 2005.
- 8. As of March 9th, 2005 the defendant owes the plaintiff \$262,584.00.
- 9. The Plaintiff has made numerous demands for payment but defendant has ignored the plaintiff's demands.
- 10. The plaintiff continues to provide janitorial services to its assigned facilities in accordance with the November, 2003 agreement.
- 11. The defendant has breached the terms of the contract by failing to make payment for the assigned facilities.
- 12. The defendant was supposed to send the plaintiff payment on or about January 16th, 2005, but he never paid.
- 13. The defendant has also breached the terms of the agreement by taking over the plaintiff's employees without authority.
- 14. The defendant sent his supervisors to plaintiff's main office in Texas and to question plaintiff's employees in regards their names as well as their pay rate.
- 15. Plaintiff immediately confronted the defendant and asked him what he was doing and the defendant stated that he was going to pay the plaintiff's employees.
- 16. The defendant demanded that the plaintiff sign another contract with the defendant stating that he was exclusively working for his company only.
- 17. The plaintiff agreed to sign the defendant's contract but only if he paid the plaintiff first before paying the employees.
- 18. The defendant stated that he would pay the plaintiff first so long as the plaintiff signed the new contract.
- 19. The defendant said that he would send everybody checks, but once again he has failed to act in accordance with the new agreement as well.
- 20. The defendant has yet to send the plaintiff the new agreement to sign.
- 21. The defendant has created a hostile environment between the plaintiff and his employees.
- 22. The plaintiff's employees do not know whether to answer to the plaintiff or to the defendant.

- 23. Counsel for plaintiff has on numerous occasions requested that defendant submit a copy of the original signed contract as well as the new proposed contract to assist in plaintiff's case, however, defendant has ignored counsel's requests.
- 24. As a result of the defendant's breach of contract, plaintiff requests the following:
 - a. Declare that under the Agreement, the defendant is obligated to pay the plaintiff for services rendered since January, 2005.
 - b. Costs of suit; and
 - c. Such other and further relief as this court may deem just and proper.

PLAINTIFF DEMANDS TRIAL BY JURY

Dated: March 15, 2005.

Samson Mparaganda, Esq Mparaganda & Associates Attorney's at Law

15 Alpine Lane, Suite 2 Chelmsford, MA 01824

AFFIDAVIT OF TEX-MEX ENTERPRISE LLC.

- I, Jose Acosta Hereby swear the following to be true:
 - 1. I am the Chief Operating Officer of Tex-Mex LLC. Tex-Mex and I am authorized to conduct business on behalf of Tex-Mex.
 - 2. Tex-Mex main place of business is in the State of Texas.
 - 3. Tex-Mex has a substantial amount of business transactions in the State of Massachusetts, sufficient to establish minimum contact and personal jurisdiction under any court in Massachusetts.
 - 4. On or about November 2003, I signed a contract with the defendant, All-Pro.
 - 5. The defendant kept the original copy of the contract and was supposed to send a copy to Tex-Mex, but he still has not.
 - 6. The contract stated that defendant would subcontract and assign several Facilities to Tex-Mex for janitorial services. (Please refer to plaintiff's exhibit A.)
 - 7. Further the contract stated that Tex-Mex was to be responsible for the hiring, training and paying of the employees who were to be assigned to the facilities.
 - 8. The provisions of the contractual agreement were upheld until January 2005 when the defendant stopped paying Tex-Mex.
 - 9. On numerous occasions Tex-Mex contacted the defendant and made demand for payment, but the defendant has still not paid Tex-Mex for any services rendered since January 2005.
 - 10. As of March 9th, 2005 the defendant owes \$262,584.00 to Tex-Mex for services rendered.
 - 11. Currently Tex-Mex continues to provide janitorial services to its assigned facilities in accordance with the contract.
 - 12. On January 16th, 2005 the defendant was supposed to make payment but he never did.
- 13. The defendant has sent his supervisors to Tex-Mex's main office in Texas and started asking the employees their salaries and what their names were.

- 14. I immediately confronted the defendant and asked him what he was doing and he said that he and not I was going to pay the employees.
- 15. The defendant then demanded that I sign another contact with him stating that he Tex-Mex was exclusively working for his company only.
- 16. Tex-Mex agreed to sign the defendant's contract but only if he paid me first before he paid the employees.
- 17. The defendant stated that he would send everybody checks, but the defendant never sent a new contract or checks.
- 18. Tex-Mex employees are confused because they don't know whether to answer to myself or to defendant.
- 19. The defendant refuses to send my attorney a copy of the original agreement and he refuses to send a copy of the new proposed contract.
- 20. Defendant has refused to send Tex-Mex any payments for services rendered.

Signed	JOSE	AcosTA	Date	3/17	105
					<i>i</i>

UNITED STATES DISTRICT COURT DISTRICT OF MASSACHUSETTS

1.	Title of case (na	ame of first party on each side only) Texinex Enterprise CCC Picinty
	V AI	HORO, dejonant 13 PP: 01
2.	Category in wh	ich the case belongs based upon the numbered nature of suit code listed on the civil cover sheet. (See local
	rule 40.1(a)(1)).	Similar of the state of the sta
	I,	160, 410, 470, R.23, REGARDLESS OF NATURE OF SUIT.
	II.	195, 196, 368, 400, 440, 441-446, 540, 550, 555, 625, 710, 720, 730, *Also complete AO 120 or AO 121 for patent, trademark or copyright cases
	X III.	110, 120, 180, 140, 151, 190, 210, 230, 240, 245, 290, 310, 315, 322, 330, 340, 345, 350, 365, 360, 362, 365, 370, 371, 380, 183, 150, 891.
	IV.	220, 422, 423, 430, 460, 480, 490, 610, 620, 630, 640, 650, 660, 690, 810, 861-865, 870, 871, 875, 900.
	V.	150, 152, 153.
3.	Title and number district please in	er, if any, of related cases. (See local rule 40.1(g)). If more than one prior related case has been filed in this ndicate that the and number of the first filed case in this court.
4.	Has a prior actio	on between the same parties and based on the same claim ever been filed in this court?
	nao a pinor aota	YES NO
5.	Does the compl §2403)	aint in this case question the constitutionality of an act of congress affecting the public interest? (See 28 USC
		YES NO
	If so, is the U.S.	A. or an officer_agent or employee of the U.S. a party?
		YES NO
S .	Is this case requ	rired to be heard and determined by a district court of three judges pursuant to title 28 USC §2284?
		YES NO
' .	Do <u>all</u> of the par Massachusetts (ties in this action, excluding governmental agencies of the united states and the Commonwealth of ("governmental agencies"), residing in Massachusetts reside in the same division? - (See Local Rule 40.1(d)).
		YES NO X
	A.	If yes, in which division do all of the non-governmental parties reside?
		Eastern Division Central Division Western Division
	В.	If no, in which division do the majority of the plaintiffs or the only parties, excluding governmental agencies, residing in Massachusetts reside?
		Eastern Division Central Division Western Division
	If filing a Notice submit a separat	of Removal - are there any motions pending in the state court requiring the attention of this Court? (If yes, te sheet identifying the motions)
		YES NO
PL	EASE TYPE OR F	PRINT)
T	ORNEY'S NAME	Samson Mparaganda
	DRESS 15	Alpine lune Suite 2 Chelmstand MH 01824
ΕL	EPHONE NO	(47)8) 256-9152
		(CategoryForm.wpd - 2/15/05)

SJS 44 (Rev. 11/04)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON THE REVERSE OF THE FORM.)

the civil docket sheet. (SEE INS	TRUCTIONS ON THE REVERS	E OF THE FORM.)			<i>En</i>
I. (a) PLAINTIFFS	Texmex Ente	201195	DEFENDANTS	AII-PRO	2017.
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	LLL.			1.10	-
(b) County of Residence o	C Cleat Listed Plaintiff		County of Residence of	First Listed Defendant 🖰 🔟	DOOK- COLUMNY
(b) County of Residence o	CEPT IN U.S. PLAINTIFF CASI	ES)		(IN U.S. PLAINTIFF CASES O	NLY)"- U6
(EA	CEPT IN G.S. TEARINT CAS	35)	NOTE: IN LAND	CONDEMNATION CASES, US	E THE LOCATION OF THE
			LAND IN	WOLVED.	vo_{tRT}
				57.7	14 \$ \$ 1
(c) Attorney's (Firm Name,	Address, and Telephone Number)	, ,	Attorneys (If Known)		193
Moureque	unda and A	escrate 2	. 7.		
Attorne	unda and A	113 Anstruct	(C)		
5 Apine lane	CITION - Chelory		L CITIZENSHIP OF PL	RINCIPAL PARTIES	Place an "X" in One Box for Plaintiff
II. BASIS OF JURISDI	CHON (Place an "X" in C	one Box Only)	(For Diversity Cases Only)		and One Box for Defendant) PTF DEF
□ 1 U.S. Government	. 3 Federal Question		Citizen of This State		
Plaintiff	(U.S. Government N	lot a Party)	Citizen of This State	of Business In This	
				v ′	rincipal Place
☐ 2 U.S. Government	4 Diversity		Citizen of Another State	2 Incorporated and P	interport inter-
Defendant	(Indicate Citizenship	o of Parties in Item III)	·	Of Dusiness III 7	
	, -		Citizen or Subject of a	3 (7) 3 Foreign Nation	O 6 O 6
			Foreign Country		
IV. NATURE OF SUIT	(Place an "X" in One Box Only	<i>(</i>)	DODDONELLD C MEN' (T MA)	BANKRUPTCY	OTHER STATUTES
CONTRACT	TOR	TS	FORFEITURE/PENALTY	☐ 422 Appeal 28 USC 158	☐ 400 State Reapportionment
☐ 110 Insurance	PERSONAL INJURY	PERSONAL INJURY 362 Personal Injury -	610 Agriculture 620 Other Food & Drug	422 Appear 28 USC 138	410 Antitrust
☐ 120 Marine	☐ 310 Airplane ☐ 315 Airplane Product	362 Personal Injury - Med. Malpractice	☐ 625 Drug Related Seizure	28 USC 157	430 Banks and Banking
☐ 130 Miller Act ☐ 140 Negotiable instrument	Liability	365 Personal Injury -	of Property 21 USC 881	PROPERTY PICUTE	☐ 450 Commerce ☐ 460 Deportation
☐ 150 Recovery of Overpayment	☐ 320 Assault, Libel &	Product Liability	☐ 630 Liquor Laws ☐ 640 R.R. & Truck	PROPERTY RIGHTS 820 Copyrights	400 Bepartation 470 Racketeer Influenced and
& Enforcement of Judgment	Slander 330 Federal Employers'	☐ 368 Asbestos Personal Injury Product	50 Airline Regs.	☐ 830 Patent	Corrupt Organizations
☐ 151 Medicare Act ☐ 152 Recovery of Defaulted	Liability	Liability	☐ 660 Occupational	☐ 840 Trademark	☐ 480 Consumer Credit ☐ 490 Cable/Sat TV
Student Loans	☐ 340 Marine	PERSONAL PROPERTY			810 Selective Service
(Excl. Veterans)	☐ 345 Marine Product	☐ 370 Other Fraud ☐ 371 Truth in Lending	1 690 Other LABOR	SOCIAL SECURITY	☐ 850 Securities/Commodities/
153 Recovery of Overpayment	Liability 350 Motor Vehicle	380 Other Personal	710 Fair Labor Standards	☐ 861 HIA (1395ff)	Exchange
of Veteran's Benefits 160 Stockholders' Suits	☐ 355 Motor Vehicle	Property Damage	Act	☐ 862 Black Lung (923) ☐ 863 DIWC/DIWW (405(g))	875 Customer Challenge 12 USC 3410
190 Other Contract	Product Liability	☐ 385 Property Damage Product Liability	720 Labor/Mgmt. Relations 730 Labor/Mgmt.Reporting	☐ 864 SSID Title XVI	☐ 890 Other Statutory Actions
195 Contract Product Liability	360 Other Personal Injury	Product Liability	& Disclosure Act	☐ 865 RSI (405(g))	☐ 891 Agricultural Acts
7 196 Franchise REAL PROPERTY	CIVIL RIGHTS	PRISONER PETITIONS	☐ 740 Railway Labor Act	FEDERAL TAX SUITS	892 Economic Stabilization Act 893 Environmental Matters
210 Land Condemnation	☐ 441 Voting	510 Motions to Vacate	790 Other Labor Litigation	870 Taxes (U.S. Plaintiff or Defendant)	894 Energy Allocation Act
220 Foreclosure	1 442 Employment	Sentence Habeas Corpus:	791 Empl. Ret. Inc. Security Act	☐ 871 IRS—Third Party	☐ 895 Freedom of Information
☐ 230 Rent Lease & Ejectment ☐ 240 Torts to Land	443 Housing/ Accommodations	530 General	5524111,71	26 USC 7609	Act
240 Torts to Land	☐ 444 Welfare	535 Death Penalty	1		Under Equal Access
7 290 All Other Real Property	☐ 445 Amer, w/Disabilities -	540 Mandamus & Othe	r		to Justice
	Employment 446 Amer. w/Disabilities -	550 Civil Rights 555 Prison Condition	ļ		☐ 950 Constitutionality of
	Other	355 7 1300 20000000			State Statutes
	☐ 440 Other Civil Rights			<u> </u>	
					Appeal to District
	e an "X" in One Box Only)		4 Reinstated or 5 Trans	sferred from	trict 7 Judge from Magistrate
	Removed from	Appellate Court	Reopened (spec	ify) Litigatio	n Judgment
Proceeding	State Court Cite the U.S. Civil St	atute under which you are	filing (Do not cite jurisdiction	nal statutes unless diversity):	
VI. CAUSE OF ACTI		ause:	Carlo L I.	Indian to me	Ke Daymont for X
		at breached	DEMANDS	CAECK VES only	y if demanded in complaint:
VII. REQUESTED IN		S IS A CLASS ACTION	DEMAND 5	JURY DEMANI	` `` /
COMPLAINT:	UNDER F.R.C.F	. 23		JUKT DEMIANT	. 9100 (770
VIII. RELATED CAS	SE(S)				
IF ANY	(See instructions):	JUDGE		DOCKET NUMBER	
IF AIVE			CODNEY OF BECORD		
DATE		SIGNATURE OF ATT	FORNEY OF RECORD		
3/16/05					
FOR OFFICE USE ONLY					
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RECEIPT#	AMOUNT	APPLYING IFP	JUDGE _	MAG. JU	JUGE

Plaintiff Exhibit

CUSTOMER ID All Pro Cleaning INVOICE# 4274

TEX-MEX

ENTERPRISE

1/1/05 to 1/15/05 **PAY PERIOD** 2/1/05 SERVICE FEES DUE ON: DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES B DAYS_ 1 Great Escapes 12 Industrial Ro Bowling Green KY 2.Great Escape 10 6 DAYS 2625 Scottville Rd Bowling Ky 42104 3.AMC 12 clearwater & AMC 3 castle town 4016 E 82 nd Indianapolis IN 46250 4.AMC 20 NEW PORT 1 Levee way New Port Ky 41071 6 DAYS 5.Great Escapes 10 10035 Towncountry bly Noblesville IN 46060 Total \$8,092.00

BUS(214)869-1345 FAX(214)357-5413

EUS(214)277-2907

FAX(214)357-5413

INVOICE# 4282

TEX-MEX

ENTERPRISE

PAY PERIOD 1/18/05 to 1/31/05 SERVICE FEES DUE ON: 2/16/05 **DETAILED INVOICE INFORMATION** FOR JANITORIAL SERVICES 1.AMC 25 Empire \$9,750.00 42 nd st New York NY 10036 2.AMC 10 \$2,242.00 6500 J Springfield mall Springfield Va 22150 3.AMC 15 \$4,840.00 22 Flutie Pass Framiham Ma 01701 4. CHELSEA CINEMA 9 8. 2 \$2,415.00 260 W 23 Rd S: New York Ny 10011 5.AMC 12 Plymouth Meeting \$2,410.00 494 West Germatown Pike Plymouth Pa 19462 6. AMC 8 O" NEALLS \$ 2,242.00 PHILY Total \$ 23,899.00

2602

3575 N BELT LINE#212

IRVING TX 75062

INVOICE# 4283

TEX-MEX

ENTERPRISE

PAY PERIOD 1/16/05 to 1/31/05 SERVICE FEES DUE ON: 2/16/05 **DETAILED INVOICE INFORMATION** FOR JANITORIAL SERVICES 1.AMC 30 Grapevine mills \$5,750.00 3150 Grapevine milia Grapevine Tx 76051 2.AMC Parks At Alington 18 \$3,780.00 3861 South Cooper St Arlington Tx 76015 3.AMC 20 TOWN CENTER \$4,830.00 11701 Nall Av Leawood Ks 66211 4.AMC 24 BARRYWOODS \$5,520,00 8101 N Ronridge Rd Kansas City KS 64151 5.AMC 12 CLEARWATER &AMC 3 CASTLETOWN \$2,242,00 4016 e 82nd Indianapolis IN 46250 6.AMC 20 NEW PORT \$4,312.00 1 Levee way New Port KY 41071 Total \$26,434,00 BUS(214)277-2907 3575 N BELT LINE#212

FAX(214)357-5413

IRVING TX 75062

INVOICE# 4265

TEX-MEX

ENTERPRISE

PAY PERIOD 12/18/04 to 12/31/04 SERVICE FEES DUE ON: 1/16/05 DETAILED INVOICE INFORMATION FOR JANITORIAL BERVICES 1. Great Encapes 12 \$1,150,00 Industrial Rd Bowling Green KY 2,Great Escape 10 \$ 1,150.00 2925 Scottville Rd Bowling Ky 42104 3.AMC 12 clearwater & AMC 3 castle town \$2,242.00 4016 E 82 nd Indianapolie IN 46260 LANC 20 NEW PORT \$4,312.00 1 Laves way New Port Ky 41071 5.Great Escapes 10 \$1552.00 10035 Towngountry bly Noblegville IN 46060 Total \$10,406.00

BU\$(214)889-1346 FAX(972)513-1159

FAX(972)513-1159

INVOICE# 4266

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 12/16/04 to 12/31/04 SERVICE FEES DUE ON: 1/16/05 DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES 1.AMC 25 Empire \$9,750,00 42 nd st New York NY 10036 2.AMC 10 \$2,242.00 6500 J Springfield mail Springfield Va 22150 3.AMC 15 \$4,840.00 22 Flutia Pass Framiham Me 01701 4.CHELSEA CINEMA 9 & 2 \$2,415,00 280 W 23 Rd St New York Nv 10011 5.AMC 12 Plymouth Meeting \$2,410,00 494 West Germstown Pike Plymouth Pa 19462 6. AMC 8 O" NEALLS \$ 2,242.00 PHILY Total \$ 23,299,00 BUS(214)869-1345 3875 N BELT LINE#212

INVOICE# 4264

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 12/16/04 to 12/31/04 SERVICE FEES DUE ON: 1/18/05 DETAILED INVOICE INFORMATION FOR JANITORIAL BERVICES 1. AMC 16 Harbor lakes 12575 Elm Greek Ely Maple Grove Mn 54389 \$2,932.00 2. AMC 16 Southdale 400 southdale center \$3,622.00 Edina Mn 84435 J.MARCOS 18 \$ 2,242,00 7241 8 13 th at Oak Creek WI 5315 4 MARCOS 10 6912 South 27 st \$ 1,140.00 Oak Creek WI 53164 5.Regal Cinemas 1 3091 Ventoy \$ 2,242.00 Appleton WI 54915 5. WA Pavillon 7 \$900.00 1655 w Country rd 2 Rosaville Mn 55113 Total \$13.078.00 BUS(214)869-1346 3575 N BELT LINE#212 FAX(972)513-1159

FAX(972)513-1159

NVOICE# 4267

3875 N BELT LINE#212

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 12/16/04 to 12/31/04 SERVICE FEES DUE ON: 1/16/05 DETAILED INVOICE INFORMATION FOR JANITORIAL BERVICES 1.AMC 30 Grapavine mills 3150 Grapevine milia \$5.750.00 Grepevine Tx 78051 2.AMC Parks At Allington 18 3861 South Cooper St \$3,780,00 Arlington Tx 76015 3.AMC 20 TOWN CENTER 11701 Nall Av \$4,830.00 Leswood Ks 68211 4.AMC 24 BARRYWOODS 8101 N Ronridge Rd \$5,520.00 Kansas City KS 64151 5.Karasota Showplace 12 6633 Center Grove Rd \$2,242.00 Edwardsyllie IL 62025 8. SHOWPLACE I FAST 2945 8 Dirksen Parway Springfield IL 62703 \$1,552,00 Total \$23,674.00 BU\$(214)869-1345

INVOICE# 4293

TEX-MEX

FNTERPRISE

PAY PERIOD

2/1/05 to 2/15/05

\$9 750,00

SERVICE FEES DUE ON:

1/1/05

DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES

1.AMC 25 Empire 42 nd st New York NY 10036 2.AMC 10. 6500 J Springfield mail

\$2,242,00

Springfield Va 22150

3.AMC 15 22 Fiutio Pass Framiham Ma 01701

4.CHEL SEA CINEMA 9 & 2 \$2,415.00 260 W 23 Rd St New York Ny 10011

5.AMC 12 Plymouth Meeting 494 West Germatown Pike

\$2,410,00

Plymouth Pa 19462

6. AMC 8 O" NEALLS PHILY

Total 5 23,899.00

BUS(214)277-2907 FAX(214)357-5413

FAX(214)357-5413

INVOICE#_4292

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 261/05 to 2/15/05 SERVICE FEES DUE ON: 3/1/05 DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES 1. AMC 16 Harbor lakes \$2,932.00 12575 Elm Creek Blv Maple Greys Mn 55369 2. AMC 16 Southdaie \$3,622.00 400 southdale center Edina Mn 55435 3.MARCOS 16 \$ 2,242.00 7261 S 13 th st Oak Creek WI 53154 4. MARCOS 10 \$ 1,140,00 6912 South 27 st Oak Creek Wi 53154 5. U/A Pavillion 7 \$900.00 1655 w Country rd B2 Roseville Mn 55113 Total \$10.836.00 BUS(214)277-2907 3575 N BELT LINE#212

INVOICE# 4294

TEX-MEX

ENTERPRISE

PAY PERIOD 2/1/05 to 2/15/05 SERVICE FEES DUE ON: 3/1/05 DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES 1.AMC 30 Grapevine mills 3150 Grapevine mills Grapevine Tx 76051 2.AMC Parks At Alington 18 \$3.780.00 3861 South Cooper St Arlington Tx 76015 3.AMC 20 TOWN CENTER \$4,830.00 11701 Nall Av Leawood Ks 66211 4.AMC 24 BARRYWOODS \$5,520.00 8101 N Ronridge Rd Kansas City KS 64151 5.AMC 12 CLEARWATER & AMC 3 CASTLETOWN \$2,242.00 4016 e 82nd Indianapolis IN 46250 6.AMC 20 NEW PORT 1 Levee way New Port KY 41071 Total \$26,434.00

BUS(214)277-2907 FAX(214)357-5413

FAX(214)357-5413

INVOICE# 4277

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 1/1/05 to 1/15/05 SERVICE FEES DUE ON: 2/1/05 DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES 1.AMC 30 Grapevine mills \$5,7**50.0**0 3150 Grapevine mills Grapevine Tx 76051 2.AMC Parks At Alington 18 \$3,780.00 3861 South Cooper St Arlington Tx 76015 3.AMC 20 TOWN CENTER \$4,830.00 11701 Nall Av Leawood Ks 65211 4.AMC 24 BARRYWOODS \$5,520,00 8101 N Ronndge Rd Kansas City KS 64151 5.Kerasota Showplace 12 14 DAYS 6633 Center Grove Rd Edwardsville IL 82025 6. SHOWPLACE 8 EAST 2945 S Dirksen Parway Springfield IL 62703 14 DAYS Total \$23,420.00 BUS(214)869-1345 3575 N BELT LINE#212

INVOICE# 4281

TEX-MEX

ENTERPRISE

PAY PERIOD

1/16/05 to 1/31/05

SERVICE FEES DUE ON:

2/16/05

DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES

1, AMC 16 Harbor lakes 12575 Elm Creek Biv

\$2,932.00

Maple Grove Mn 55369

2. AMC 16 Southdale 400 southdale center

\$3,622.00

400 southdale cen Edina Mn 65435

3.MARCOS 16

\$ 2,242.00

7261 S 13 th st Oak Creek WI 53154

4. MARCOS 10

\$ 1,140,00

6912 South 27 st Qak Creek Wi 53154

5. U/A Pavillion 7

\$900.00

1655 w Country rd B2 Roseville Mn 55113

Total \$10,836.00

BUS(214)277-2907 FAX(214)357-5413

3575 N BELT LINE#212 IRVING TX 75062

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176 791

INVOICE# 4276

TEX-MEX

ENTERPRISE

1/1/05 to 1/15/05 **PAY PERIOD** 2/1/05 SERVICE FEES DUE ON: DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES \$9.750.00 1.AMC 25 Empire 42 nd st New York NY 10036 \$2,242.00 2.AMC 10 6500 J Springfield mall Springfield Va 22150 \$4,840.00 3.AMC 15 22 Flutie Pass Framiham Ma 01701 \$2,415.00 4.CHELSEA CINEMA 9 & 2 260 W 23 Rd St New York Ny 10011 \$2,410.00 5.AMC 12 Plymouth Meeting 494 West Germatown Pike Plymouth Pa 19462 \$ 2,242,00 S. AMC 8 O" NEALLS PHILY Total \$ 23,899.00 3575 N BELT LINE#212 BUS(214)869-1345 IRVING TX 75062 FAX(214)357-5413

45 069

FAX(214)357-5413

INVOICE# 4273

3575 N BELT LINE#212

IRVING TX 75062

TEX-MEX

ENTERPRISE

PAY PERIOD 1/1/05 to 1/15/05 SERVICE FEES DUE ON: 2/1/05 DETAILED INVOICE INFORMATION FOR JANITORIAL SERVICES 1. AMC 16 Harbor lakes \$2,932.00 buffer rental \$ 150.00 12575 Elm Creek Bly Maple Grove Mn 55369 2. AMC 16 Southdale \$3,822.00 400 southdale center Edina Mn 55435 **3.MARCO5 18** \$ 2,242.00 7261 S 13 th at Oak Creek WI 53154 4. MARCOS 10 6912 South 27 st Oak Creek Wi 53154 5.Regal Cinemas 16 14 days \$2,092.00 3091 Vanroy Appleton WI 54915 8. U/A Pavillion 7 1655 w Country of B2 Roseville Mn 55113 Total \$13,078,00 BU9(214)869-1345